

(Per ILA Approval Requirements)

☐ **CA Approval**

☒ **JB Approval**

REGIONAL FARE COORDINATION SYSTEM

CHANGE ORDER NO. 16

CONTRACTOR: ERG Transit Systems (USA) Inc.
CONTRACT NUMBER: 229944

This Change Order to Contract #229944 ("Change Order") is executed as of Mar. 1, 2006 by and between ERG Transit Systems (USA) Inc, a California corporation and wholly owned subsidiary of ERG Limited, an Australian corporation, (hereinafter referred to as the "Contractor") and each of the following seven public transportation agencies (hereinafter referred to individually as an "Agency" or collectively as the "Agencies"):

1. Central Puget Sound Regional Transit Authority ("Sound Transit")
2. King County ("King County")
3. Kitsap County Public Transportation Benefit Area ("Kitsap Transit")
4. Pierce County Public Transportation Benefit Area ("Pierce Transit")
5. Snohomish County Public Transportation Benefit Area ("Community Transit")
6. City of Everett ("Everett")
7. State of Washington, acting through the Washington State Department of Transportation, Washington State Ferries Division ("WSF")

Background

- A. Effective April 29, 2003, each of the Agencies and the Contractor entered into Contract #229944 ("Contract") to implement a Regional Fare Coordination System ("RFC System") to establish a common fare system utilizing smart card technology. The Contractor is responsible for the development, implementation, operation and maintenance of the RFC System as specified in the Contract.
- B. The Agencies and the Contractor desire to execute this Change Order No. 16 to modify the Contract as needed to be consistent with certain design decisions that have been made regarding the provision of additional PFTP functionality requested for use in Kitsap Transit passenger-only ferry program.

The Agencies and the Contractor hereby agree to the following changes to the Contract:

1.0 Division 1 Changes,

1.1 Section 3.I-76.3, "Payment Procedures & Schedules through Full System Acceptance" is hereby amended by adding the following:

76.3.12 Kitsap Transit PFTP Modification

g. Payment for fifty-percent (50%) of the lump sum costs as specified in the revised Exhibit 9 Price Schedule, Section VI Implementation for Phase 1 KT PFTP.(Attachment A) will be made payable upon execution of this Change Order 16 in recognition of the work completed for the Final Design Review Milestone .

h. Payment for the remaining fifty-percent (50 %) of the lump sum costs specified in Exhibit 9, Price Schedule, Section VI Implementation for Phase 1 KT PFTP will be payable upon Beta Test Readiness Acceptance.

i. Payment for fifty-percent 50% of the lump sum costs specified in Exhibit 9, Price Schedule, Section VI Implementation for Phase 2 KT PFTP will be payable upon System Commissioning.

j. Payment for fifty-percent 50% of the remaining lump sum costs specified in Exhibit 9, Price Schedule, Section VI Implementation for Phase 2 KT PFTP will be payable upon Full System Acceptance.

1.2 Warranties section be amended as follows:

3.I-55 General Warranties

55.4 In addition to any other reliability standards specified in the Contract, if the rate of failure exceeds two percent (2%) or two units, whichever is greater, of the same types of units in a smart card, DDU, RCU, OBFTP, WDOLS, PFTP, SAFTP or TVM transaction processor shipment provided to the Agencies, then the entire shipment of such a type of unit shall be deemed to have failed due to a "design defect", and shall be returned to, and repaired or replaced by, the Contractor at its sole expense and without any charge to the Agencies. Provided, however, a failure in a unit shall not be counted in calculating the two percent (2%) or quantity threshold if the unit:

- a. was rendered noncompliant as a result of being physically damaged; and
- b. the physical damage was not caused by the Contractor's failure to comply with the "ruggedizing" and other requirements of the Contract; and
- c. the physical damage was beyond normal wear and tear and was caused by:
 - (i) a Force Majeure event; or
 - (ii) deliberate or negligent act of a person other than the Contractor, its Subcontractors of any tier and their respective officers, directors, employees, agents and representatives; or
 - (iii) with regard only to the Portable Fare Transaction Processor provided for Kitsap Transit's Passenger-Only Ferry Program ("KT-PFTP"), exposure to salt water as specified below in Section 55.6

The Warranty Period on units repaired or replaced due to design defects under this subsection shall be one year after repair or replacement is made. Provided, however, if the units were repaired by replacing a subpart or component, the new Warranty Period shall only apply to the subpart or component that was replaced and the original Warranty Period, tolled during the time the units were out of service, shall apply to the units as a whole.

55.6 The Contractor warrants that it will provide KT-PFTP devices that comply with IP54. The parties agree, however, that the following types of failures of the KT-PFTP and its cradle/docking cradle shall not be covered under the General Warranty provisions of 3.I-55.2 or be counted in calculating the rate of failure for KT-PFTP under Section 3.I-55.4:

- a. failure of cradle/docking cradle for the KT-PFTP due to direct exposure to salt water; and
- b. failure of a KT-PFTP unit due to sustained direct exposure to salt water at a level greater than the degree of exposure which is protected against by a IP54-compliant device.

2.0 Division III Changes.

Certain sections of Division III are amended to incorporate the addition of Kitsap Transit PFTP Software Requirements, as set forth below:

2.1 6.III-8.2 Functional Requirements - Portable FTP

The requirements of Section 6.III-8.2 are revised and amended as follows:

The following functional requirements supplement those stated in Section 6.III-3.2.

- (a) Log-on from Agency personnel shall occur via a log-on smart card or through a built-in PFTP keypad.
- (b) For Washington State Ferries and Kitsap Transit, the operator shall be able to select a destination and associated fare basis through the portable FTP keypad.
- (c) Except as noted in (e), the PFTP shall require no interaction other than the tag of a card within an Agency-configurable timeout period to perform card inspections. The timeout period shall automatically reset in the event of any of the following:
 - i. The card inspection mode of the PFTP has been selected.
 - ii. Inspection mode is re-activated by the inspector after a timeout.
 - iii. A previous inspection has been completed.
- (d) The verifier-only PFTP shall record inspection counts by fare category, fare type, operator ID, and time segment.
- (e) The PFTP shall allow the operator to override a default fare transaction (e.g. to pay for multiple fares from a single card, or to pay a fare other than the default).
- (f) The full function PFTP shall perform all functions of the verifier, plus, Agency personnel shall be able to:

- i. Determine card balance, number of stored rides on the card, or the existence of a pass.
 - ii. Provide historical information to the Cardholder by scrolling through the transaction history of the last ten transactions stored on the card.
- (g) PFTP for WSF applications shall include the ability to support an external printer, connected either through the USB port or through a Bluetooth module inserted in the expansion slot.
- (h) PFTP for KT applications shall include the following functionality:
- i. An aggregate count of all (farecard and non-farecard combined) fare transactions that occur on a trip shall be recorded and displayed on the PFTP screen. Passenger counters shall reset with each new trip start.
 - ii. Buttons and/or touchscreen icons shall be identified for the purpose of recording non-farecard ridership counts. Buttons/touchscreen icons shall be allocated for KT fare categories, and ridership counts shall be generated/updated on pressing of the ridership button / icon.
 - iii. A next trip button shall be included for quick commencement of the next trip in the run schedule.
 - iv. Activation of data transmission to the DACS shall be periodically initiated by the operator at such time as the operator is near a WDOLS location. In the event that an operator is unable to initiate data transmission at the end of a shift, the PFTP shall remain fully functional and all data shall be transferred the next time a data transmission is initiated.
 - v. The Operator Role shall include sufficient permissions to initiate a data transfer.

2.2 6.III-8.5 Data Exchange Requirements - Portable FTP

The requirements of Section 6.III-8.5 are revised and amended as follows:

Data exchange requirements described in Section 6.III-3.6.1(a) are replaced by the following:

- (a) The verifier-only PFTP shall communicate with the DACS through a serial interface to the PFTP cradle. Subject to communications availability, the PFTP shall be able to share the same DACS as the Stand Alone FTP's installed at Sound Transit rail platforms.
- (b) The full function PFTP shall include the following communications ports, configurable by application:
 - i. A serial communications port for direct connection or connection through a cradle to the DACS or an external modem.
 - ii. A PCMCIA or other industry standard slot for connection of an 802.11 client adapter, Bluetooth module for use with an external modem or printer, or other wireless communications device.

- (c) The full function PFTP shall be supplied with the 802.11 client adapter, CDPD modem, or other wireless communications device as required (DR 104.05).
- (d) All communications shall be automatically initiated and completed, for all Agencies except Kitsap Transit.
- (e) Communications for Kitsap Transit PFTP's shall be initialized manually via the use of a button or screen icon and completed automatically.
- (f) In the event of an incomplete data transfer, the PFTP shall resend all data during the next connection.
- (g) All communications shall be through a supplied 802.11 wireless adapter. The supplied docking cradle shall be used only for battery charging.

3.0 Other Terms and Conditions

Except as expressly amended by this Change Order, the Contract remains in full force and effect. All other provisions of the Contract not referenced in this Change Order No. 16 shall remain in effect unless modified in other executed Amendments and Change Orders.

IN WITNESS WHEREOF, the parties hereto have executed this Change Order No. 16 to Contract #229944 as of the date set forth below its signature.

ERG Transit Systems (USA) Inc.

By: G. Patrick Brund
Its: PROJECT MANAGER
Date: 14 - FEB - 06

The Agencies

By: _____
Their: _____
On behalf of the Agencies
Date: _____

Central Puget Sound Regional Transit Authority

By: _____
Its: _____
Date: _____

King County

By: _____
Its: _____
Date: _____

Pierce County Public Transportation Benefit Area

By: _____
Its: _____
Date: _____

Washington State Ferries, Washington State Department of Transportation

By: _____
Its: _____
Date: _____

City of Everett

By: _____
Ray Stephanson, Mayor, or His Designee
Date: _____

ATTEST:

By: _____
Sharon Marks, City Clerk
Date: _____

APPROVED AS TO FORM:

By: _____
Peter Camp, City Attorney
Date: _____

Kitsap County Public Transportation Benefit Area

By: _____
Its: _____
Date: _____

Snohomish County Public Transportation Benefit Area

By: _____
Its: _____
Date: _____

IN WITNESS WHEREOF, the parties hereto have executed this Change Order No. 16 to Contract #229944 as of the date set forth below its signature.

ERG Transit Systems (USA) Inc.

By: G. Patrick Brunel

Its: PROJECT MANAGER

Date: 14-FEB-06

The Agencies

By: _____

Their: _____

On behalf of the Agencies

Date: _____

Central Puget Sound Regional Transit Authority

By: Jon Earl

Its: CEO

Date: 2-27-06

King County

By: _____

Its: _____

Date: _____

Pierce County Public Transportation Benefit Area

By: _____

Its: _____

Date: _____

Washington State Ferries, Washington State Department of Transportation

By: _____

Its: _____

Date: _____

City of Everett

By: _____

Ray Stephanson, Mayor, or His Designee

Date: _____

ATTEST:

By: _____

Sharon Marks, City Clerk

Date: _____

APPROVED AS TO FORM:

By: _____

Peter Camp, City Attorney

Date: _____

Kitsap County Public Transportation Benefit Area

By: _____

Its: _____

Date: _____

Snohomish County Public Transportation Benefit Area

By: _____

Its: _____

Date: _____

IN WITNESS WHEREOF, the parties hereto have executed this Change Order No. 16 to Contract #229944 as of the date set forth below its signature.

ERG Transit Systems (USA) Inc.

By: G. Patrick Brund

Its: PROJECT MANAGER

Date: 14 - FEB - 06

The Agencies

By: _____

Their: _____

On behalf of the Agencies

Date: _____

Central Puget Sound Regional Transit Authority

By: _____

Its: _____

Date: _____

King County

By: [Signature]

Its: 67

Date: 2/20/06

Pierce County Public Transportation Benefit Area

By: _____

Its: _____

Date: _____

Washington State Ferries, Washington State Department of Transportation

By: _____

Its: _____

Date: _____

City of Everett

By: _____

Ray Stephanson, Mayor, or His Designee

Date: _____

ATTEST:

By: _____

Sharon Marks, City Clerk

Date: _____

APPROVED AS TO FORM:

By: _____

Peter Camp, City Attorney

Date: _____

Kitsap County Public Transportation Benefit Area

By: _____

Its: _____

Date: _____

Snohomish County Public Transportation Benefit Area

By: _____

Its: _____

Date: _____

IN WITNESS WHEREOF, the parties hereto have executed this Change Order No. 16 to Contract #229944 as of the date set forth below its signature.

ERG Transit Systems (USA) Inc.

The Agencies

By: G. Patrick Brund
Its: PROJECT MANAGER
Date: 14 - FEB - 06

By: _____
Their: _____
On behalf of the Agencies
Date: _____

Central Puget Sound Regional Transit Authority

City of Everett

By: _____
Its: _____
Date: _____

By: _____
Ray Stephanson, Mayor, or His Designee
Date: _____

King County

ATTEST:

By: _____
Its: _____
Date: _____

By: _____
Sharon Marks, City Clerk
Date: _____

APPROVED AS TO FORM:

Pierce County Public Transportation Benefit Area

By: _____
Peter Camp, City Attorney
Date: _____

By: [Signature]
Its: _____
Date: 2-17-06

Kitsap County Public Transportation Benefit Area

By: _____
Its: _____
Date: _____

Washington State Ferries, Washington State Department of Transportation

Snohomish County Public Transportation Benefit Area

By: _____
Its: _____
Date: _____

By: _____
Its: _____
Date: _____

ERG Transit Systems (USA) Inc.

By: G. Patrick Brunel

Its: PROJECT MANAGER

Date: 14 - FEB - 06

The Agencies

By: _____

Their: _____

On behalf of the Agencies

Date: _____

Central Puget Sound Regional Transit Authority

By: _____

Its: _____

Date: _____

King County

By: _____

Its: _____

Date: _____

Pierce County Public Transportation Benefit Area

By: _____

Its: _____

Date: _____

Washington State Ferries, Washington State Department of Transportation

By: [Signature]

Its: Chief Financial Officer

Date: 2/27/06

City of Everett

By: _____

Ray Stephanson, Mayor, or His Designee

Date: _____

ATTEST:

By: _____

Sharon Marks, City Clerk

Date: _____

APPROVED AS TO FORM:

By: _____

Peter Camp, City Attorney

Date: _____

Kitsap County Public Transportation Benefit Area

By: _____

Its: _____

Date: _____

Snohomish County Public Transportation Benefit Area

By: _____

Its: _____

Date: _____

IN WITNESS WHEREOF, the parties hereto have executed this Change Order No. 16 to Contract #229944 as of the date set forth below its signature.

ERG Transit Systems (USA) Inc.

By: G. Patrick Brund

Its: PROJECT MANAGER

Date: 14 - FEB - 06

The Agencies

By: _____

Their: _____

On behalf of the Agencies

Date: _____

Central Puget Sound Regional Transit Authority

By: _____

Its: _____

Date: _____

King County

By: _____

Its: _____

Date: _____

Pierce County Public Transportation Benefit Area

By: _____

Its: _____

Date: _____

Washington State Ferries, Washington State Department of Transportation

By: _____

Its: _____

Date: _____

City of Everett

By: Paul G. Stephenson
Ray Stephenson, Mayor, or His Designee
Date: 2/22/06

ATTEST
By: Sharon Marks
Sharon Marks, City Clerk
Date: 3/1/06

APPROVED AS TO FORM:

By: Peter Camp
Peter Camp, City Attorney
Date: 2/1/06

Kitsap County Public Transportation Benefit Area

By: _____

Its: _____

Date: _____

Snohomish County Public Transportation Benefit Area

By: _____

Its: _____

Date: _____

ERG Transit Systems (USA) Inc.

By: G. Patrick Bunch
Its: PROJECT MANAGER
Date: 14-FEB-06

The Agencies

By: _____
Their: _____
On behalf of the Agencies
Date: _____

Central Puget Sound Regional Transit Authority

By: _____
Its: _____
Date: _____

King County

By: _____
Its: _____
Date: _____

Pierce County Public Transportation Benefit Area

By: _____
Its: _____
Date: _____

Washington State Ferries, Washington State Department of Transportation

By: _____
Its: _____
Date: _____

City of Everett

By: _____
Ray Stephanson, Mayor, or His Designee
Date: _____

ATTEST:

By: _____
Sharon Marks, City Clerk
Date: _____

APPROVED AS TO FORM:

By: _____
Peter Camp, City Attorney
Date: _____

Kitsap County Public Transportation Benefit Area

By: [Signature]
Its: _____
Date: _____

Snohomish County Public Transportation Benefit Area

By: _____
Its: _____
Date: _____

IN WITNESS WHEREOF, the parties hereto have executed this Change Order No. 16 to Contract #229944 as of the date set forth below its signature.

ERG Transit Systems (USA) Inc.

By: G. Patrick Brunel

Its: PROJECT MANAGER

Date: 14 - FEB - 06

The Agencies

By: _____

Their: _____

On behalf of the Agencies

Date: _____

Central Puget Sound Regional Transit Authority

By: _____

Its: _____

Date: _____

King County

By: _____

Its: _____

Date: _____

Pierce County Public Transportation Benefit Area

By: _____

Its: _____

Date: _____

Washington State Ferries, Washington State Department of Transportation

By: _____

Its: _____

Date: _____

City of Everett

By: _____

Ray Stephanson, Mayor, or His Designee

Date: _____

ATTEST:

By: _____

Sharon Marks, City Clerk

Date: _____

APPROVED AS TO FORM:

By: _____

Peter Camp, City Attorney

Date: _____

Kitsap County Public Transportation Benefit Area

By: _____

Its: _____

Date: _____

Snohomish County Public Transportation Benefit Area

By: James S. Olsen

Its: CEO

Date: 2/27/06

NOTE - change to location in price sheet

VI. IMPLEMENTATION

LUMP SUM COST

1. PHASE 1 (up to and including Beta Test Acceptance)

A. DESIGN

1. Card Issue & Revalue Functions	\$422,859
2. Passenger Fare Payment Functions	\$396,909
3. Data Acquisition System	\$352,382
4. Revenue Management & Reconciliation	\$387,621
5. Agency Ridership & Revenue Processing	\$352,382
TOTAL DESIGN:	\$1,912,153

B. DEVELOPMENT

1. Card Issue & Revalue Functions	\$493,335
2. Passenger Fare Payment Functions	\$529,212
3. Data Acquisition System	\$493,335
4. Revenue Management & Reconciliation	\$563,812
5. Agency Ridership & Revenue Processing	\$493,335
6. Windows CE Implementation for DDU	\$112,440
TOTAL DEVELOPMENT:	\$2,685,470

C. TESTING SETUP

Tools, Test Bed, Facility	\$211,429
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D. TESTING

TESTING	\$914,517
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E. BETA TESTING

Installation & Testing	\$626,978
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F. CENTRAL SYSTEM SOFTWARE

Configuration	\$3,510,779
Testing	\$1,170,260

G. EMC TEST

EMC TEST	\$74,245
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H. ENVIRONMENTAL TEST

ENVIRONMENTAL TEST (cost for 5 devices)	\$79,704
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TOTAL (A):	\$11,185,535
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2. **PHASE 2** (after Beta Test Acceptance)

A. TESTING	\$940,467
B. ACCEPTANCE TESTING	\$556,502
TOTAL (B):	\$1,496,969

GRAND TOTAL (A + B)	\$12,682,504
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SPECIAL PROGRAMS

LUMP SUM COST

Original Contract

A. PARATRANSIT	\$70,476
B. VANPOOL	\$70,476

Change Order No. 1

A. KCM RCU Conceptual Design (Not to Exceed plus reimbursable travel expenses)	\$26,795
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Change Order No. 11

WSF GAK Implementation	\$241,584
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Change Order No. 15

WSF Gate & POS Simulator	\$24,614
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Change Order No. 16

KT PFTP Implementation	
1. Phase 1 FDR through Beta Test Readiness	\$79,698
2. Phase 2 After Beta Test Readiness	\$46,683
TOTAL IMPLEMENTATION:	\$126,381